

June 10, 2025

AGREEMENT NO. 25-06
(Short-Form Agreement)BY Julie Dachtler
DEPUTY CLERK OF THE BOARD

THIS AGREEMENT is made this 19th day of May 2025, by and between the Yolo Habitat Conservancy (referred to hereinafter as the "Conservancy"), and Estep Environmental Consulting ("Consultant"), who agree as follows:

AGREEMENT

1. Consultant shall perform the services described in Attachment A hereto.
2. Consultant shall perform said services between July 1, 2025 and June 30, 2026. Either party may terminate this Agreement for any reason by providing thirty (30) days advance written notice of termination to the other party. In addition, the Conservancy may suspend work under this Agreement at any time by providing written notice to Consultant, who shall cease all work immediately upon receipt thereof until otherwise directed by the Conservancy.
3. Total compensation to Consultant shall not exceed the rates set forth in Attachment A, nor shall total compensation exceed \$50,000. Hourly rates shall not increase during the term of this Agreement.
4. During the term of this Agreement, Consultant shall maintain the insurance described in Attachment B hereto at its sole cost and expense.
5. On a monthly basis, Consultant shall submit an invoice detailing the services provided, the amount of time spent providing the service, the rate per hour, and an itemization of the actual expenses for which reimbursement is requested. If requested by the Conservancy, Consultant shall provide any further documentation to verify the compensation and reimbursement sought by Consultant. All services provided by Consultant which may be eligible for grant reimbursement shall be invoiced in a manner (generally, by grant and task) that meets applicable requirements for reimbursement from available grant funds. At the option of the Conservancy, this may include using a billing template for time entries. Within fifteen (15) calendar days of the receipt of Consultant's detailed invoice, the Conservancy shall either authorize payment for services performed to its reasonable satisfaction or advise Consultant in writing of any concerns that the Conservancy has with the invoice and any need for further documentation. The Conservancy shall use reasonable efforts to ensure that the County Auditor-Controller processes payment of each invoice with forty-five (45) calendar days after the Conservancy approves payment.

There shall be no penalty for late payments.

6. With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, Consultant shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the Consultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. In providing any defense under this section, Consultant shall use counsel reasonably acceptable to the County Counsel.
7. Consultant shall comply with all applicable laws and regulations, including but not limited to any that are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Consultant shall defend the Conservancy and reimburse it for any fines, damages or costs (including attorneys' fees) that might be incurred or assessed based upon a claim or determination that Consultant has violated any applicable law or regulation.

8. This Agreement is subject to the Conservancy, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the Conservancy's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the Conservancy may terminate this Agreement by giving ten (10) days advance written notice thereof to the Consultant, in which even the Conservancy shall have no obligation to pay the Consultant any further funds or provide other consideration and the Consultant shall have no obligation to provide any further services under this Agreement.

9. If Consultant fails to perform any part of this Agreement, the Conservancy may notify the Consultant of the default and Consultant shall remedy the default. If Consultant fails to do so, then, in addition to any other remedy that Conservancy may have, Conservancy may terminate this Agreement and withhold any or all payments otherwise owed to Consultant pursuant to this Agreement.

10. Consultant understands that he/she is not an employee of the Conservancy and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.


11. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the Conservancy. Consultant shall deliver all of the foregoing to the Conservancy upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, Consultant shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to the Conservancy for audit and discovery purposes.

12. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act. In the event of any conflict between the provisions of this Agreement and either of the attachments hereto, the provision requiring the higher level of performance from Consultant shall govern.

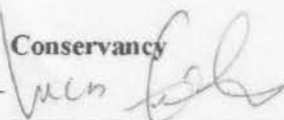
13. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State Court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

Consultant


James A. Estep, Owner
Estep Environmental Consulting

Conservancy


Lucas Frerichs, Chair
Yolo Habitat Conservancy Board of Directors

3202 SPANVING ROAD WAY
Street Address/PO Box
SACRAMENTO, CA 95833
City/State/Zip
916 921-2575
Phone


Philip I. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy

ATTACHMENT A

SCOPE OF SERVICES

Estep Environmental Consulting
FY2025/2026

Contract Services – Estep Environmental Consulting (Estep) will perform the services as outlined in this Scope of Work for the Yolo Habitat Conservancy (Conservancy) under the direction of the Executive Director; and provide other assistance/tasks related to the implementation of the Yolo HCP/NCCP as identified by the Executive Director and mutually agreed upon in writing.

Services

Task 1: Permitting and Administrative Support (Yolo HCP/NCCP: Admin, 273051)

Participate as a member of the permitting team. This includes participation on permitting team coordination calls, providing review and input for draft and final applications submitted for development projects seeking Yolo HCP/NCCP permit coverage, providing response recommendations to member agency and developer permit questions, and reviewing qualified biologist applications. Estep may also provide input on Yolo HCP/NCCP policies and Yolo HCP/NCCP supporting documents at the request of the Executive Director.

Task 1 Deliverables:

- Verbal and written responses provided for Yolo HCP/NCCP permit coverage applications and associated questions received by member agency staff and developers
- Written documents and edits to existing documents as requested in writing
- Comments and recommendations in response to qualified biologist certification requests

Task 2: Nesting Population Survey (Yolo HCP/NCCP: Monitoring/Management/Restoration 273053)

Complete a nesting population survey of Swainson's hawk and white-tailed kite nests within the Yolo HCP/NCCP Plan Area during the 2025 nesting season to document abundance and distribution of the species per Section 6.5.6.3.6 of the Yolo HCP/NCCP and consistent with the detailed scope of work provided to the Conservancy on November 19, 2024.

Task 2 Deliverables:

- Digital copy of a comprehensive report that describes the results of the survey and includes a description of the study area, describes survey and analytical methods, assesses habitat conditions for the Swainson's Hawk, identifies key habitat and population areas, provides descriptions of each nest site, and provides relevant information regarding nesting distribution, activity, and reproduction.
- Digital copy of gps records identifying the locations of observations by species

Task 3: Monitoring and Restoration (Yolo HCP/NCCP: Monitoring/Management/Restoration 273053)

Provide review and input on the suitability and selection of potential restoration sites and associated restoration plans per Section 6.4.2 of the Yolo HCP/NCCP. Coordinate with Conservancy representatives and project partners and conduct surveying and project monitoring as directed by the Executive Director.

Task 3 Deliverables:

- Written comments on restoration design plans and management plans for VELB mitigation and riparian restoration sites
- Monitoring reports and gps data for surveying and monitoring efforts requested by the Executive Director

Task 4: Reserve System (Yolo HCP/NCCP: Reserve System Establishment, 273054)

Provide wildlife habitat and species biological expertise in efforts that support Yolo HCP/NCCP reserve system establishment and management. This includes participation in Science and Technical Advisory Committee (STAC) meetings and site visits as the chair of the STAC, as well as providing review and input on reserve system management plans, management and monitoring activities, and grant applications that support implementation of the Yolo HCP/NCCP conservation strategy.

Task 4 Deliverables:

- Site evaluation STAC reports and initial site evaluation input for candidate reserve system sites as chair of the STAC
- Baseline reports for candidate reserve system sites
- Edits and input on site-specific management plans and other reserve system site documents

Hours and Rates

Services provided will be reimbursed at an hourly rate of \$150 per hour, except for STAC site visits and STAC meetings, which will be reimbursed at a rate of \$150 per site visit or meeting. Other expenses incurred

by Estep Environmental Consulting while performing the services described above shall be reimbursed based on actual expenses incurred. Mileage for travel shall be reimbursed at the current U.S. Federal rate.

Table 1: Allocation of contract budget by task

Task	Budget
Task 1: Permitting and Admin Support	\$ 5,000
Task 2: Nesting Population Survey	\$25,000
Task 3: Monitoring and Restoration	\$10,000
Task 4: Reserve System	\$10,000
TOTAL	\$50,000

ATTACHMENT B

STANDARD INSURANCE REQUIREMENTS

A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:

- a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate.
- b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).
- c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate.
- d. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease.

The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Yolo Habitat Conservancy before the Yolo Habitat Conservancy's own insurance or self insurance shall be called upon to protect it as a named insured.

2. The Yolo Habitat Conservancy, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Further, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. The additional insured coverage under the Consultant's policy shall be primary and non-contributory, and will not seek contribution from the Yolo Habitat Conservancy's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the Yolo Habitat Conservancy Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Consultant changes insurance carriers Consultant shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Consultant changes to a new carrier prior to receipt of any payments due.

4. The Consultant shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the Yolo Habitat Conservancy's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the Yolo Habitat Conservancy Risk Manager, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the Yolo Habitat Conservancy.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the Yolo Habitat Conservancy Risk Manager.
8. The policies shall cover all activities of Consultant, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
9. The Consultant shall waive all rights of subrogation against the Yolo Habitat Conservancy, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the Yolo Habitat Conservancy with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the Yolo Habitat Conservancy Risk Manager before work commences. Upon Yolo Habitat Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Consultant shall furnish the Yolo Habitat Conservancy with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon Yolo Habitat Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.